compensatory revenue for them. These new spaces would be vacated when the original interconnection spaces are re-occupied. The new space should not be created and offered free of charge to interconnectors just because of the emergency situation.

Lincoln would agree that the interconnector should be allowed to move to another central office if the original interconnection space is unrepairable within 90 days. However, the requirement that such a decision be made within three days of a catastrophic event would be unwarranted interference with Lincoln's management of its network and should not be required. Any move to another office needs to be conditioned on the other office being designated as available for expanded interconnection, and on there being enough unused space in that office for the interconnector. Again, the interconnector should pay its portion of the expense of preparing the new office for interconnection and installation of interconnector-owned facilities. This situation is no different than when the original office was designated as available for Expanded Interconnection. The interconnector bears the same risk as Lincoln bears in regards to destruction of facilities and, as a result, should bear a proportionate amount in the repair of the same facilities.

Paragraph 54 (b) 2)

In the event that both the interconnector's space and the central office are unusable, Lincoln could agree to decide within seven (7) days to provide alternative facilities in another central office. Provision of this space within seven (7) days cannot be guaranteed. Such relocation is predicated on the ability of the interconnector to lay facilities to a new point of interconnection within that time. The other facility must also have sufficient space for the interconnection space. Lincoln will restore service to all customers, including interconnectors, as soon as possible after the emergency situation is stabilized. Lincoln recognizes that it is responsible for repairs to the interconnection space and will restore the interconnector's facilities within the same time frame as its other repairs to Lincoln's facilities.

Lincoln would agree to waive nonrecurring charges only as currently required by its tariff. Nonrecurring costs for any temporary interconnection space should be paid by the interconnectors using that space.

Lincoln would allow the interconnector to have the right to terminate the collocation agreement without penalty and relocate to another central office if

a permanent space is not available within 90 days. The interconnector must pay its share of site preparation and the cost of installing its new facilities. Due to the emergency nature of such relocation, the costs of preparing the new interconnection space may differ from those required for a less urgent construction project. As long as neither Lincoln nor the interconnector is responsible for the accident, each party should pay for repair of its own facilities.

In the event the interconnector is responsible for causing the catastrophic event, the interconnector should pay for restoration of Lincoln's and other interconnectors' (including customers of either) property and facilities in addition to its own restoration expenses. The interconnector would also be responsible for any loss of revenue to all parties involved as a result of the event.

J. Are the LECs' relocation provisions reasonable?

Paragraphs 57 (a) & 57 (b)

Sections 8.2.2 and 8.2.11(J)(2) of Lincoln's tariff state that relocation shall be required of an interconnector only if there is no other alternative. Lincoln shall negotiate a schedule with the interconnector for the relocation of the interconnector's facilities. No specific notice period is stated.

Under a force majeure situation, the delayed party shall give immediate notice to the other party. See Section 8.2.3.

Paragraph 57 (c)

Lincoln would require compensation for any work done on the interconnector's equipment at its request. Lincoln would require reimbursement of emergency restoration expenses incurred as a result of any catastrophic event affecting both Lincoln and the interconnector. Lincoln feels that both parties are each responsible for their own facilities and should pay for the maintenance of those facilities, regardless of who actually makes the repairs.

Paragraph 63 (a)

Lincoln believes its insurance requirements are appropriate and reasonable. These requirements are ones that Lincoln itself meets; they are the requirements all other third parties in Lincoln's facilities meet; and they are the requirements that other companies ask of Lincoln.

Only two (2) areas treat the interconnector differently from the above. The first is a typographical error in the amount of automobile insurance required. The amount should be one million dollars (\$1,000,000), not three million dollars (\$3,000,000). Lincoln will change its tariff language to correct this error in a subsequent tariff filing.

The second difference is that Lincoln requires a five million dollar (\$5,000,000) Commercial General Liability (CGL) policy (Section 8.2.4(A)(1)). Lincoln believes that this level of coverage is reasonable due to the great disparity of investment that Lincoln and the interconnector have at risk. Lincoln has facilities worth over eighty million dollars in the same building that the interconnector will have facilities worth less than \$75,000 (based on equipment required for 100 DS-1s in the interconnection space). The fact that both investments are subject to the same hazards (risk of loss), but not the same financial risks, requires that the interconnector provide a larger surety to make the risks comparable. Lincoln also has a larger public obligation to provide service than does the interconnector. To meet those obligations in the future, Lincoln requires financial assurance that the interconnector will not damage the public network upon which so many business and individuals depend. Lincoln has no knowledge of how interconnectors manage their risks, and no knowledge of how safety and health training (if any) is conducted by the interconnectors. Compared with Lincoln's over ninety years of essentially loss-free experience, the interconnector's track record regarding liability and business behavior is effectively nonexistent. Such a track record requires more coverage due to the uncertainty of the interconnector's ability to manage its risks. The fact that the interconnector can do vastly more damage to Lincoln than Lincoln can do the interconnector also requires extra protection on Lincoln's part. Lincoln believes that its insurance levels for the interconnector reasonably protect the public network from damage.

Paragraph 63 (b)

Section 8.2.4 of Lincoln's tariff states that self-insurance is allowed provided that the program is evaluated by and is satisfactory to Lincoln.

Paragraph 63 (c)

Lincoln's only requirements regarding the rating on insurers are that the insurance company is licensed to do business in the state where expanded interconnection is offered and that the company is evaluated by and is satisfactory to Lincoln. See Section 8.2.4.

Paragraph 63 (d)

Requiring proof of insurance prior to occupation protects the shareholders and other customers of Lincoln from paying for incidents that are the responsibility of the interconnector. Lincoln could require insurance prior to commencement of construction, but this is premature in the view of Lincoln. The greater risk to the public network resides in the operation of the interconnector's equipment, not the mere existence of interconnection spaces in an office. See Lincoln's FCC No. 3, Section 8.2.4(B)2).

L. Are the LECs' liability provisions reasonable?

Paragraph 66 (a)

The interconnector has the right of action against Lincoln for gross negligence or willful misconduct. Lincoln has the right of action against the interconnector for physical damage to Lincoln's facilities resulting from ordinary negligence by the interconnector's employees or agents. Lincoln is also liable to the interconnector for interruption of service or interference with the operation of the interconnector's network or other damages, only through gross negligence or willful misconduct by Lincoln's employees or agents. See Section 8.2.5.

Because Lincoln does not limit the liability of the interconnector to Lincoln, the interconnector is held to the standard of ordinary care in its conduct and behavior regarding Lincoln's facilities. As described in the preceding Section K of this Direct Case, this difference in standards is just and reasonable because of the drastic difference in the value of the facilities involved, Lincoln's greater responsibility to the nation for the operation of the public network, the lack of experience of the interconnector with risk management and safety procedures over long periods of time, and the greater financial risk to Lincoln when compared to the risk of the interconnector. For these reasons, Lincoln believes this differing level of liability is just and reasonable.

M. Are the LECs' provisions regarding whether to bill from their state or interstate expanded interconnection tariffs reasonable?

Paragraph 68 (a)

This paragraph is not applicable to Lincoln since Lincoln does not tariff intrastate expanded interconnection.

N. Are the LECs' provisions regarding letters of agency reasonable?

Paragraphs 72 (a), 72 (b), & 72 (c)

Lincoln has no language preventing customers from using letters of agency. In the past, Lincoln has had end users employ letters of agency in the provisioning of end-to-end service. O. Are the LECs' provisions regarding inspections of interconnector space and facilities reasonable?

Paragraph 77 (a)

Lincoln's inspection provisions allow for periodic and irregular inspection, for safety and tariff verification purposes, of interconnection spaces. The interconnector is notified in advance of such inspections and has the right to be present during the inspection. There is no charge for these inspections.

P. Should LECs be permitted to include provisions regarding payment of taxes and similar assessments by interconnectors?

Paragraph 78(a)

Lincoln's tariff requires that the interconnector pay all taxes and similar assessments promptly, provide Lincoln with reasonable documentation of such payment, and provide to Lincoln a copy of any resale certificates for state or federal taxes. See Lincoln's FCC No. 3, Sections 8.4.1(g) and 8.4.1(h). These reasonable requirements ensure that the civil and legal obligations of an interconnector are met and paid for by the interconnector and its customers rather than by Lincoln and Lincoln's customers.

Respectfully submitted,

THE LINCOLN TELEPHONE AND

TELEGRAPH COMPANY

Robert A. Mazer Albert Shuldiner

Nixon, Hargrave, Devans & Doyle

Mys M. Akul

One Thomas Circle, N.W.

Suite 800

Washington, D.C. 20005

(202) 457-5300

Counsel for The Lincoln Telephone Company

FLOOR SPACE CHARGES

FLOOR Page 1 of 2

DIRECT COST CALCULATION Floor Space - Land and Building

Description	Source	Indexed Value	Historical Booked
1 Indexed land and building value	Records	\$17,309,915.00	\$6,939,920.00
2 Environmental costs	Records	\$1,610,425.00	\$1,610,425.00
3 Entire building costs	Line 1 + Line 2	\$18,920,340.00	\$8,550,345.00
4 Total usable square footage	Records	137,592	137,592
5 Cost per square foot	Line 3 / Line 4	\$137.51	\$62.14
6 Switchroom environmental costs	Records	\$254,109.00	\$254,109.00
7 Switchroom usable square footage	Records	48,166	48,166
8 Switchroom environmental cost per square foot	Line 6 / Line 7	\$5.28	\$5.28
9 Total cost per square foot (Land and building only)	Line 5 + Line 8	\$142.79	\$67. <u>42</u>

DIRECT COST CALCULATION Floor Space - Additional Floor Space - Total

Description	Source	Indexed Value	Historical Booked
1 AC power cost for 4 cages (\$200/cage)	Records	\$800.00	\$800.00
2 HVAC and lighting	Records	\$10,450.00	\$10,450.00
3 Perimeter wall	Records	\$3,000.00	\$3,000.00
4 Security entrance pad	Records	\$500.00	\$500.00
5 Floor tile replacement	Records	\$7,700.00	\$7,700.00
6 Labor costs	Records	\$3,494.00	\$3,494.00
7 Total additional floor space costs	Sum of Line 1 through Line 6	\$25,944.00	\$25,944.00
8 Average projected square foot demand	DEMAND: Pg 2 Ln 3	400	400
9 Additional costs per square foot	Line 7 / Line 8	\$64.86	\$64.86
10 TOTAL FLOOR SPACE COST PER SQUARE FOOT	FLOOR: Pg 1 Ln 9 + Pg 2 Ln 9	\$207.65	\$132.28
11 Net plant - Average value over service life	Line 10 / 2	\$103.83	\$66.14

TELEPHONE PLANT INDEX
(TPI)

THE

C. A. TURNER

TELEPHONE PLANT INDEX

C. A. Turner Utility Reports

155 Gaither Drive P. O. Box 650 Moorestown, NJ 08057 (609) 234 9200 1000 North Front Street Suite 200 Wormleysburg, PA 17043 (717) 763 9890

An AUS Consultants Company

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DC POWER EQUATION

COLLOCATION ELECTRICAL COSTS

The average cost per Kilowatt-Hour for A.C. power is \$.04. This was used to figure the cost per year for electricity conversion to D.C. power.

The energy usage of the A.C. to D.C. battery chargers at Lincoln's central office is as follows:

KW-Hours used/Amp D.C. = 1.732 x Volts x Amperes x Efficiency
Total D.C. Amps x 1,000

3-800 amp chargers 69 amp A.C./3 phase @ 480 Volts

3-800 amp chargers = 3 x $\frac{1.732 \times 480 \times 69 \times .9}{(3 \times 800) \times 1,000}$.064 KW-Hours/Amp

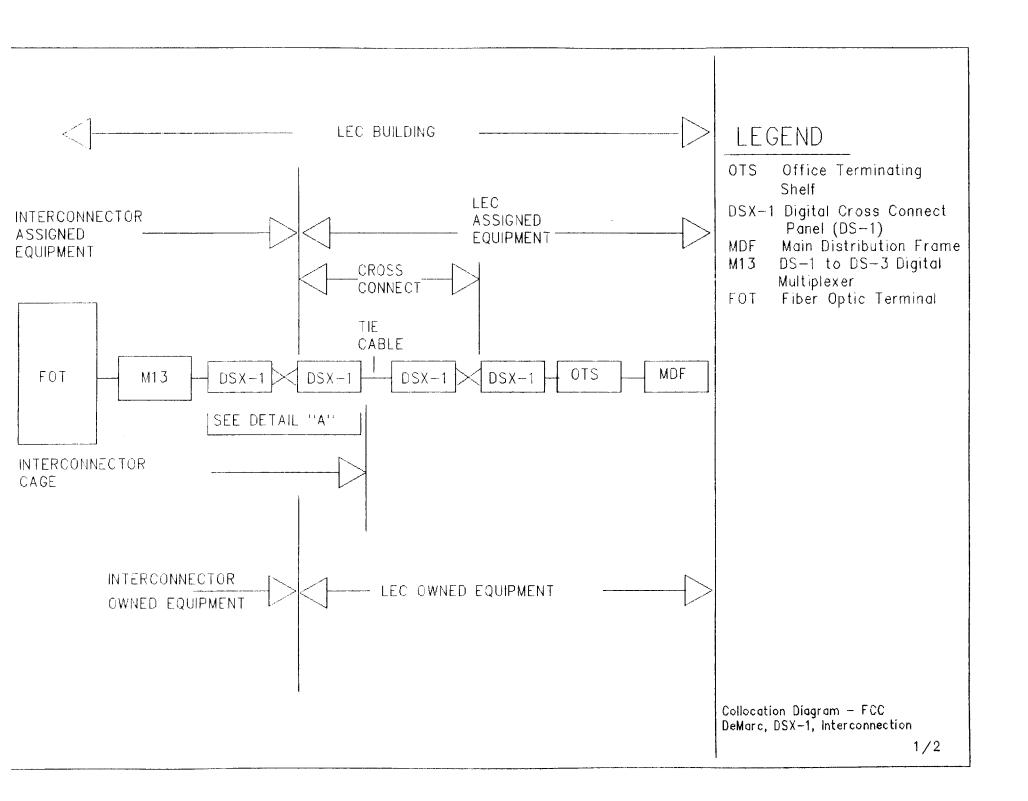
9-400 amp chargers 30 amp A.C./3 phase @ 480 Volts

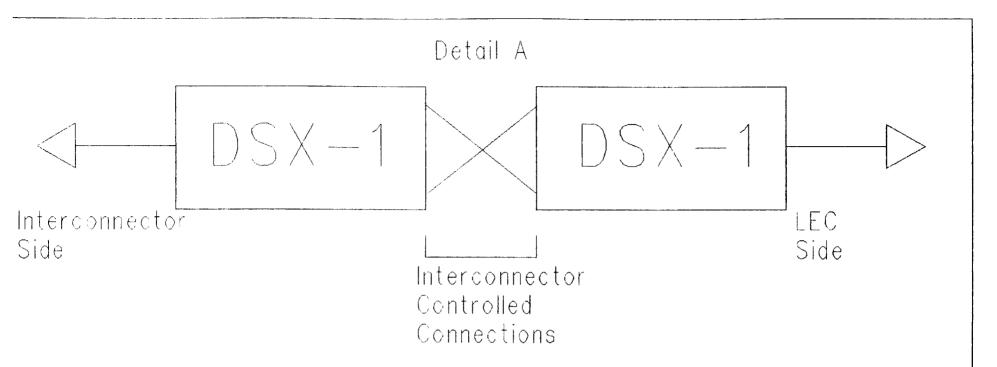
9-400 amp chargers = 9 x $\frac{1.732 \times 480 \times 30 \times .9}{(9 \times 400) \times 1,000}$.056 KW-Hours/Amp

Average energy usage for the 12 chargers = $(3 \times .064) + (9 \times .056)$ 12 = .058 KW-Hours/Amp D.C.

Cost/Year = Cost/KW-Hour x KW-Hours
= \$.04 x 510.25
= \$ 20.41 per Amp D.C. per year

CHANNEL ASSIGNMENT DIAGRAM





Notes:

- 1. The Interconnector has control over the DSX-1 panel as shown.
- 2. These DSX-1 panels allow for full Circuit Facility Assignment on the part of the Interconnector, who will make the connections between the LEC side and the Interconnector side of the DSX-1 panels.
- 3. DSX-1 panel interfaces are required as demarcation points for testing and verification purposes. The Panel on the LEC side is LEC provided.